

**AN ORDINANCE**

**BY TRANSPORTATION COMMITTEE**

**02- 0-0394**

**AN ORDINANCE AMENDING THE 2002 (INTERGOVERNMENTAL GRANT FUND) BUDGET DEPARTMENT OF THE MAYOR, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$20,000.00 FROM THE GOVERNOR'S OFFICE OF COMMUNITY AFFAIRS LOCAL ASSISTANCE FOR THE CANDLER PARK AND LAKE CLAIRE NEIGHBORHOODS, TO ASSIST WITH A TRANSPORTATION STUDY; TO AUTHORIZE THE MAYOR TO SIGN ALL NECESSARY GRANT AGREEMENTS; AND FOR OTHER PURPOSES.**

**WHEREAS** the residents of the City of Atlanta recognize the need to address growth and development issues in all districts of the City; and

**WHEREAS**, the Budget Commission of the City of Atlanta, Georgia has recommended increasing estimated receipts in the Intergovernmental Grant Fund by \$20,000.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

**Section 1:** That the 2002 (Intergovernmental Grant Fund) Budget, Department of the Mayor, be and is amended hereby as follows:

**ADD TO ANTICIPATION**

1B02	*****	Governor's Office of Community Affairs Candler Park/Lake Clair Neighborhoods	
	*****	State Grants/Entitlements	\$20,000.00
		<b>Total</b>	<b>\$20,000.00</b>
1B02	*****	Governor's Office of Community Affairs Candler Park/Lake Clair Neighborhoods	
	*****	Other Services and Charges	<u>\$20,000.00</u>
		<b>Total</b>	<b>\$20,000.00</b>

### **ADD TO APPROPRIATIONS**

1B02	D11R0942K470	Georgia Department of Community Affairs Candler Park/Lake Clair Neighborhoods	
	72****	Other Services and Changes	\$20,000.00

**Section 2:** That the Mayor be and is authorized to enter into an appropriate contractual agreement with Candler Park/Lake Clair Neighborhoods in an amount not to exceed \$20,000.00 to assist with program expenses.

**Section 3:** That the City Attorney be and is directed hereby to prepare the appropriate contractual agreements for execution by the Mayor, to be approved by the City Attorney as to form and that said contractual agreements shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting parties.

**Section 4:** All ordinances and parts of ordinances in conflict herewith are and the same are hereby repealed.

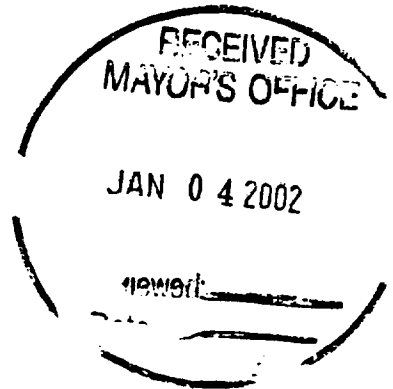


GEORGIA DEPARTMENT OF  
**COMMUNITY AFFAIRS**

Laura Meadows  
COMMISSIONER

Roy E. Barnes  
GOVERNOR

December 31, 2001



Honorable Bill Campbell  
Mayor of Atlanta  
55 Trinity Avenue, S.W.  
Atlanta, Georgia 30335-3531

Dear Mayor Campbell:

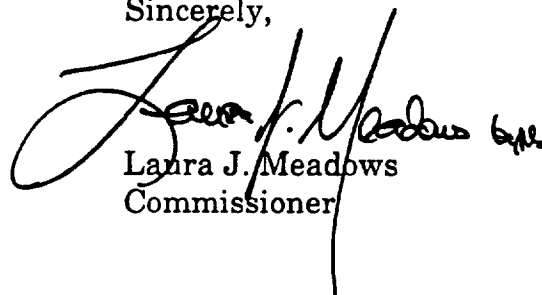
Governor Barnes has approved an Emergency Fund grant in the amount of \$20,000 to the City of Atlanta to assist with a transportation study for the Candler Park and Lake Claire neighborhoods.

Enclosed are two copies of a contract that must be executed by you and returned to me. Upon receipt, we will promptly issue a check and return a fully executed copy of the contract to you.

Please note that your Federal Employers I. D. Number is required to process this grant. You must enter this number on page 4 of the contract.

If you have any questions concerning this grant, please call me. On behalf of Governor Barnes, we are delighted to assist you and your citizens in improving community services.

Sincerely,



Laura J. Meadows  
Commissioner

LJM/ja  
Enclosure  
cc: Fulton County Legislative Delegation

Grant No. GEF-02-EO4-102

STATE OF GEORGIA  
COUNTY OF DEKALB

**STATE OF GEORGIA  
DEPARTMENT OF COMMUNITY AFFAIRS  
AGREEMENT FOR GRANTING OF STATE FUNDS**

**THIS AGREEMENT** entered into this 31st day of December, 2001, by and between the Department of Community Affairs of the State of Georgia (hereinafter referred to as the "Department") and the City of Atlanta, a political subdivision of the State of Georgia (hereinafter referred to as the "Recipient.")

**WHEREAS**, the State of Georgia desires to promote the health and welfare of its citizens; and

**WHEREAS**, mutual cooperation and assistance between the state and its political subdivisions is beneficial to the administration of programs to assist the citizens of the state; and

**WHEREAS**, the Department is authorized by the provisions of O.C.G.A. §50-8-8 to grant and administer public funds in furtherance of the public purposes specified therein; and

**WHEREAS**, the Recipient warrants that it is a validly existing and in good standing under the laws of the State of Georgia and has all requisite power and authority to enter into this Agreement and expend funds for the purposes set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. **Scope of Project.** The Department shall upon the terms and conditions contained herein grant to Recipient, and the Recipient hereby accepts, an amount not to exceed \$20,000 to be used solely for the purposes specified in the attached Exhibit A, which is incorporated herein by reference and made a part of the Agreement.

2. **Accountability.** The Recipient agrees to expend said funds solely in conformance with this Agreement and to account for said funds in accordance with generally accepted accounting principles. Any funds not expended for the purposes provided herein shall be returned to the Department, no later than completion of the project.

3. **Disbursement of Funds.** Subject to the availability of funds for such purpose, the Department shall pay the Recipient in accordance with the following payment schedule:

\$20,000	Within twenty days of the Department's receipt of the executed Agreement.
\$20,000	Total Disbursement

4. **Conflicts of Interest.** The Recipient warrants and represents that all of the officials, agents and employees of the Recipient have not violated any applicable federal, state or local conflict of interest laws, ordinances, rules or regulations, including but not limited to, O.C.G.A. §45-10-20 through §45-10-28 and O.C.G.A. §36-67A(1) through §36-67A(4) and that the aforementioned parties shall continuously comply with the same throughout the term of this Agreement. Additionally, the Recipient attests that all officials of the Recipient have certified the same.

5. **Enforceable and Legally Binding Act.** The Recipient certifies that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; that it has all the requisite power and authority to enter into this Agreement and to assume the responsibilities herein including the expenditure of funds; and that all necessary actions have been and will be taken in conformance with all applicable laws to make this Agreement and actions hereunder valid, enforceable and legally binding acts of the Recipient.

6. **Monitoring and Auditing.** Upon request, the Recipient agrees to provide the Department with any information, documents and/or photographs the Department deems necessary to monitor performance of this Agreement. The Recipient agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws. Such documentation shall be retained for at least three years from the completion of said project and shall be made available to the Department upon request. The Recipient further agrees that an accounting of these funds shall be included in the next regularly scheduled audit or financial statement of the Recipient and any future audits or financial statements until all expenditures of Agreement funds have been accounted for. The Recipient acknowledges and agrees that any unresolved findings of the Department concerning expenditure of project funds, whether based on an audit report, financial statement, project completion report or independent investigation of the Department, shall preclude the Recipient from applying for or receiving any further grants or other funds from the Department, until such findings are resolved to the satisfaction of the Department.

7. **Open Meetings.** The Recipient certifies that in approving this Agreement, it has complied with all the open meeting requirements of Chapter 14 of Title 50 of the Official Code of Georgia Annotated.

8. **No Agency or Partnership.** Nothing herein nor any actions of the parties hereto or their agents or employees shall create any agency relationship, partnership or joint venture, between the Department and the Recipient. The Department is not an agent or representative of the Recipient and the Recipient is not an agent or representative of the Department. The Recipient shall be solely responsible for performing any and all obligations under this Agreement.

9. **Termination.** The Department may terminate this Agreement, with or without cause, upon five business days written notice to the Recipient. If at the time of termination, any funds under this Agreement have not been disbursed to Recipient, said funds shall be retained by the Department.

10. **Satisfaction.** In the event the Department determines, in its sole discretion, that the Recipient: (i) has failed to comply with the terms of this Agreement in a timely manner; (ii) has failed to complete all or a portion of the actions required under the Agreement; (iii) has acted in any way contrary to the purposes for which the grant was awarded; or (iv) has violated any federal, state or local law, ordinance or regulation, the Recipient shall be required to return to the Department all funds disbursed under this Agreement, upon request.

**11. Sectarian Aid.** (a). One of the constraints imposed by the Georgia Constitution on the implementation of grants through private parties is the prohibition against sectarian aid. In the words of the Constitution, "No money shall ever be taken from the public treasury, directly or indirectly, in aid of any church, sect, cult, or religious denomination or of any sectarian institution." Ga. Const., Art. I, Sec. II, Par. VII.

(b). The "Sectarian Aid" clause prohibits the performance of a public function through a contract for services by a religious organization. *Bennett v. City of LaGrange*, 153 Ga. 428 (1922) (city may not engage Salvation Army to conduct welfare program). This is true even if the program is conducted neutrally, without reference to such beliefs and practices. 1988 Op. Att'y Gen. Att'y Gen. No. U88-6.

(c). The words of this prohibition have their ordinary meanings. In *Bennett*, the Supreme Court indicated that "religious" connotes faith in God, 153 Ga. at 433, or, as the dictionary puts it, belief in the supernatural as creator and governor of the universe. The American Heritage Dictionary Second College Edition 1044 (1982). "The term 'church' is one of very comprehensive signification, and imports an organization for religious purposes, for the public worship of God." 153 Ga. at 433. "Sect", "cult" and "denomination" also relate to "a distinct organization," with "a common system of faith," "holding sentiments or doctrines" which distinguish it. "Institution" may have a similar meaning related to "organization," but may also mean a "custom, practice, relationship, or behavioral pattern of importance in the life of a community or society." The American Heritage Dictionary Second College Edition 666 (1982). In other words the grant recipients may not contract for services with any entity organized out of belief in God or other supernatural beings. It is a "comprehensive signification." 153 Ga. at 433.

(d). Without limiting any other provision of this grant agreement, it is the responsibility of the Grant Recipient to comply with this prohibition and to conduct such factual inquiries as may be reasonably necessary to enforce it, and the Recipient's acceptance of the grant constitutes a promise to do so. No act or failure to act by DCA in regard to the submission will waive the requirement of compliance or prevent the State from asserting noncompliance.

**12. Entire Agreement.** This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless both parties have agreed to said modification in writing.

[Executions on following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

FOR THE RECIPIENT

FOR THE DEPARTMENT OF COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Laura J. Meadows, Commissioner

Federal Employers I. D. Number:

\_\_\_\_\_

Attachments: Exhibit A, "Scope of Services"

**EXHIBIT A**

The Governor's Emergency Fund Grant shall be used by the City of Atlanta to assist with a transportation study for the Candler Park and Lake Claire neighborhoods.

- If the preceding statement of purpose designates a private program or entity for accomplishing its purpose, the purpose must be accomplished through a contract for services by the named private entity, or the private entity that conducts the named program. If the appropriation specifies not only an implementing entity but also a use of funds by the entity, such as improvement of a facility, Grant Recipient must impose that use as a condition in the contract for services. The services must provide the Grant Recipient with a substantial benefit.
- To illustrate, suppose the appropriation is for a grant for renovating the facility of an historical society. An appropriate implementation might be a contract for services in which the historical society promises that its historical displays will be open to the public during stated hours for a stated term. Or a grant for cataloging the society's papers might be implemented by a society promise to conduct public lectures at the Grant Recipient's own historical sites. These are illustrations only.
- It is a responsibility of Grant Recipient to see that its undertaking is lawful and the return is substantial. No act or failure to act by DCA will waive the requirement of compliance or prevent the State from asserting noncompliance.



# TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon, Mayor's Office  
(for review & distribution to Executive Management)

Commissioner Signature <u>[Signature]</u>	Director Signature _____
From: Originating Dept. <u>DPDNC/ BOP</u>	Contact (Name) <u>Brian McHugh X6911</u>
Committee of Purview <u>Transportation</u>	Committee Deadline <u>3/1/02</u>
Committee Meeting Date <u>3/1 &amp; 27, 2002</u>	City Council Meeting Date <u>3/18 &amp; 4/1, 2002</u>

## CAPTION:

AN ORDINANCE AMENDING THE 2002 (INTERGOVERNMENTAL GRANT FUND) BUDGET DEPARTMENT OF THE MAYOR, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$20,000.00 FROM THE GOVERNOR'S OFFICE OF COMMUNITY AFFAIRS LOCAL ASSISTANCE FOR THE CANDLER PARK AND LAKE CLAIRE NEIGHBORHOODS, TO ASSIST WITH A TRANSPORTATION STUDY; TO AUTHORIZE THE MAYOR TO SIGN ALL NECESSARY GRANT AGREEMENTS; AND FOR OTHER PURPOSES.

## BACKGROUND/PURPOSE/DISCUSSION:

## FINANCIAL IMPACT (if any):

OTHER DEPARTMENT(S) IMPACTED: \_\_\_\_\_

COORDINATED REVIEW WITH: \_\_\_\_\_

## Mayor's Staff Only

Received by Mayor's Office: <u>2/27/02</u>	Reviewed: <u>[Signature]</u>	Submitted to Council: _____
(date)	(initials) (date)	

Action by Committee: ☐ Approved ☐ Adversed ☐ Held ☐ Amended ☐ Substitute ☐ Referred ☐ Other